



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: CECC/2009-2010/Jefferson County

Doc ID No: PON2 540 1000000388 1

Procurement Folder:
Procurement Type: Memorandum of Agreement

Administered By: Kristin Burton

Cited Authority: FAP111-44-00

Telephone: 502-564-1979

Issued By: KRISTIN BURTON

CONTRACTOR

Lou/Jeff Co Metro Govt-Dept of Public Health/Wellness

400 EAST GRAY ST

LOUISVILLE

KY 40202

US

APPROVED-FM

SEP 23 2009

Approved by FAC

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Community Early Childhood Council-2009-2010-Jefferson		0.00		0.00000	40,000.00	40,000.00

Extended Description

 October 1, 2009-June 30, 2010
 See KDE-MOA's and Payments
 Jefferson County

Accounting Template E8307

Early Childhood Development Grant to improve the quality of early care and education. The Early Childhood Development Authority identified the development of innovative approaches to improving early care and education (defined as care arrangements outside the home or school system) as the funding priority during this funding cycle. Therefore funding will be designed to assist communities in responding to their unique needs related to improving the quality of childcare services within their council service area.

Method of Payment: Lump sum payable upon approval of contract and receipt of detailed invoice consistent with the approved KDE budget. A detailed invoice must be received within 60 days of the expiration date of the Master Agreement. Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final invoice.

This Master Agreement authorizes funding for the contract period based upon the availability of funds.

BILL TO

376761

KDE DIV OF BUDGETS

500 MERO STREET

16TH FLOOR CAPITAL PLAZA TOWER

FRANKFORT

KY 40601

US

SHIP TO

APPROVED

SEP 24 2009

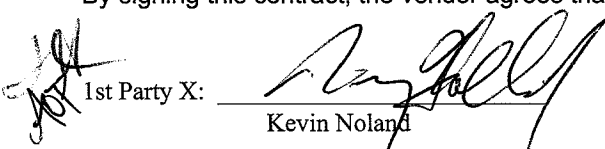
 Division of Financial
 Materials Management

Total Order Amount:

40,000.00

1000000388	Document Phase Draft	Document Description CECC/2009-2010/Jefferson County	Page 2 of 5
------------	--------------------------------	--	------------------------------

By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: 

Kevin Noland

Title: Interim Commissioner

Date: 9-28-09

2nd Party X: RFA - KN10-127

Title: _____

Date: _____

See Signature Page Attached

1000000388	Document Phase Draft	Document Description CECC/2009-2010/Jefferson County	Page 3 of 5
------------	--------------------------------	--	------------------------------

Memorandum of Agreement Terms and Conditions 2009-2010

Scope of Services:

Description: Early Childhood Development Grant to improve the quality of early care and education. The Early Childhood Development Authority identified the development of innovative approaches to improving early care and education (defined as care arrangements outside the home or school system) as the funding priority during this funding cycle. Therefore funding will be designed to assist communities in responding to their unique needs related to improving the quality of childcare services within their council service area.

Billing:

Remit all invoices, bills, or requests for payment to: Kristin R. Burton, Division of Budgets, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601.

BUDGET:

**Louisville Metro Department of Public Health & Wellness
Jefferson County**

Total Funds	\$40,000
--------------------	-----------------

Method of Payment:

Lump sum payment of grant will be made upon receipt of properly executed invoice from vendor.

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

1000000388	Document Phase Draft	Document Description CECC/2009-2010/Jefferson County	Page 4 of 5
------------	--------------------------------	--	-----------------------

200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The contractor as defined in KRS 45A.030(7) agrees that the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, and the legislative research commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the services.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final

1000000388	Document Phase Draft	Document Description CECC/2009-2010/Jefferson County	Page 5 of 5
------------	--------------------------------	--	------------------------------

determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

☒ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.



DEPARTMENT OF PUBLIC HEALTH & WELLNESS
LOUISVILLE, KENTUCKY

JERRY E. ABRAMSON
MAYOR

ADEWALE TROUTMAN, MD, MA, MPH, DIRECTOR

September 4, 2009

Kristin Burton
Kentucky Department of Education
Division of Budgets - 16th Floor
500 Metro Street
Frankfort, Kentucky 40601

Reference: Contract with the Kentucky Department of Education, Document Number
PON2 540 10000000016-1

Dear Kristin:

Enclosed is the document that you requested. With this document in place, it is my understanding that the contract with the health department will be established as *The Louisville/Jefferson County Metro Government acting by and through its Department of Public Health and Wellness.*

Thank you for your consideration of our request. I apologize for any inconvenience.

Sincerely,

Betty J. Adkins, M.Ed.
Grants & Contracts Manager

Enclosure

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernatorial candidate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

JKR

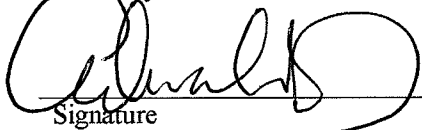
Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.



Signature

Adewale Troutman, MD, MPH, MA

Printed Name

Director of Health

Title

Sept. 1, 2009

Date

Company Name

Louisville/Jefferson County Metro Government
acting by and through its Dept. of Public Health
and Wellness

Address

400 East Gray Street
Louisville, KY 40202

Subscribed and sworn to before me by

Adewale Troutman

(Affiant)

Director of Health

(Title)

Louisville/Jefferson City Gov
of Dept Public Health + Wellness

(Company Name)

this 1st day of September, 2009.

Cardika Allen

Notary Public

[seal of notary]

My commission expires:

09/14/09